



TENDER

FOR

Outsourcing of Manpower Services for
Operation & Maintenance of
New Navigational Lock at Farakka

Tender No. IWAI/NW-1/19/5/2020

INLAND WATERWAYS AUTHORITY OF INDIA

SEPTEMBER 2022

DISCLAIMER

1. This Tender Document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to prospective Bidders or any other person. The purpose of this Tender Document is to provide information to interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document and it is not possible for IWAI to consider particular needs of each party who reads or uses this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by IWAI in relation to the O&M of New Navigation Lock. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender Document and obtain independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Contractor / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any contractor or otherwise arising in any way from the Selection Process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this Tender Document.

4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender Document does not imply that IWAI is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the O&M services and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who submitted the Bid.

5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. IWAI reserves the right to change/ modify/ amend any or all provisions of this Tender Document. Such revisions to the RFP/ amended Tender Document will be made available on the website of IWAI.

Table of Contents

DISCLAIMER.....	2
SECTION - I: NOTICE INVITING E-TENDER	6
SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)	9
1. Background	9
2. Introduction	9
3. Bidder Eligibility Criteria.....	10
4. Pre–Bid Meeting.....	11
5. Clarifications and Addenda.....	12
6. Preparation of Bids.....	12
7. Conflict of Interest	15
8. Acknowledgement by Bidders	17
9. Guidelines for e-submission of the Bids.....	17
10. Submission of Bids.....	20
11. Extension of Bid Submission Date.....	25
12. Late Bids	25
13. Liability of the Owner	25
14. Modification/ Substitution/ Withdrawal of Bids.....	26
15. Bid Opening and Evaluation Process	26
16. Qualification Criteria & Bid Evaluation	27
18. Insurance	31
19. Indemnity.....	31
20. Fraud and Corrupt Practices.....	32
21. Ownership of Document and Copyright	32
22. Foreclosure of contract in full or partial due to Abandonment or reduction in Scope of Work.....	32
SECTION - III: DATA SHEET	34
SECTION – IV: TECHNICAL BID STANDARD FORMS	37
FORM 4A: Form of Tender	37
FORM 4B: Similar Works	40
FORM 4C: Average Annual Turnover.....	42
FORM 4D: Power of Attorney	43
FORM 4E: Curriculum - Vitae (CV) of Experts / Personnel	45
FORM 4F: List of Ongoing Assignments.....	47
FORM 4G: Declaration by the Bidders	48

FORM 4H: Bidder information sheet.....	49
FORM 4I: Format for Pre bid queries by Bidders.....	50
FORM 4J: Statement of Legal Capacity.....	51
Form 4K: Undertaking for Input Tax Credit in GST by the Bidder	52
SECTION – V: FINANCIAL BID STANDARD FORMS.....	53
Form Fin – 1: Financial Bid Submission Form	53
Form Fin – 2: Summary of Costs - BOQ.....	54
Form Fin – 3: Fees for Manpower Services for Operation & Maintenance	55
SECTION –VI: TERMS OF REFERENCE (ToR).....	57
SECTION - VII: STANDARD FORMS OF CONTRACT / GENERAL CONDITIONS OF CONTRACT	67
1. Conditions of Contract.....	67
2. Commencement, Completion, Extension, Modification and Termination of Contract.....	74
3. Obligations of the Contractor	79
4. Obligations and Responsibility / Inputs by IWAI:.....	81
5. Security Deposit and Performance Guarantee.....	81
6. Payment Terms.....	83
7. Arbitration.....	83
8. Laws Governing the Contract	84
9. Professional Liability.....	84
10. Liquidated Damages (LD).....	85
11. Miscellaneous Provisions	85
SECTION - VIII: ANNEXURES.....	89
ANNEX - I INTEGRITY AGREEMENT	89
ANNEX - II: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	97
ANNEX - III: AGREEMENT FORM.....	100
ANNEX -IV: DETAILS OF BANK ACCOUNT	103
ANNEX-V: BANK CERTIFICATION.....	104
ANNEX-VI: TENDER ACCEPTANCE LETTER	105

SECTION - I: NOTICE INVITING E-TENDER

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Government of India)

A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. - 201301

Tel (0120) 2544004: Fax (0120) 2424544

Email: vc.iwai@nic.in

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

NOTICE INVITING E-TENDER

a) **Introduction**

Inland Waterways Authority of India (IWAI) invites online Tenders/ Bids from reputed & eligible firms incorporated in India in two cover systems (Cover – I: Technical Bid and Cover – II: Financial Bid) for “Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka”.

b) **Critical Data Sheet**

Interested parties may download the Tender Document from the site <https://eprocure.gov.in/eprocure/app> and on IWAI’s website. The Bidder along with the Bid shall pay to the Owner a sum of INR 1,000/- plus 18% GST plus 18% GST i.e. INR 1000/- + 180/- = INR 1,180/- as the cost of Tender Document / Tender fee deposited to IWAI fund through RTGS/ NEFT. **The Bidder shall sign and stamp each page of this tender document as taken of having read, understood and comply with tender, the terms and conditions contained herein.** However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industrial and Internal Trade (DPIIT) are exempt from submitting the Tender Fee/ cost of Tender document, on submission of documents as per Government of India rules.

i)	Tender Number	IWAI/NW-1/19/5/2020
ii)	Tender e-Publishing date	07.09.2022
iii)	Document download start date	07.09.2022
iv)	Date of submission of pre-bid	30.09.2022 up to 1500

	queries	hrs
v)	Pre-bid meeting	07.10.2022 at 1500 hrs
vi)	Bid Submission Start Date	21.10.2022 at 1100 hrs
vii)	Bid Submission Last Date	03.11.2022 up to 1500 hrs
viii)	Technical Bid Opening date	04.11.2022 at 1530 hrs
ix)	Financial Bid Opening date	To be intimated later
x)	Cost of Tender Fee	INR 1,000/- plus 18% GST i.e. INR 1000/- + 180/- = INR 1,180
xi)	EMD (Earnest money deposit)	INR 9,75,257/- i.e. 2% of estimated value i.e. INR 4,87,62,870/- as mentioned in Bid Data Sheet Section-III
xii)	Performance Bank Guarantee (PBG) to be submitted by successful bidders after the issuance of LoA	Security Deposit/ Performance Bank Guarantee in accordance with Conditions of Contract Section-VII: Clause 5.1- (Standard forms of Contract/ General Conditions of Contract) As per OM dated 12.11.2020 of Department of Expenditure (validity of which has been extended up till 31 March 2023), on account of slowdown in economy due to pandemic, it has been decided to reduce the

		percentage to 3% of the value of contract for all tenders/ contracts issued/ concluded till 31.12.2023
--	--	--

c) Brief Scope of the Work

In brief, the scope of work for the appointed firm shall be provision of manpower services for Operation and Maintenance of new navigational lock at Farakka. The detailed Terms of Reference (ToR) / Scope of Work is provided in the Section - VI of this document.

d) Method of Selection

Bidder will be selected under Least Cost System (LCS) selection method and procedures described in this Tender Document.

e) Clarifications

Clarification/ Query if any on the Tender Document shall be obtained from the following address:

Vice Chairman

Inland Waterways Authority of India,

(Ministry of Ports, Shipping and Waterways, Govt. of India)

A-13, Sector – 1, Noida-201301, U. P.

Tel. Nos. (0120) 2544004

Fax No. (0120) 2424544

E-Mail: vc.iwai@nic.in

Website: <http://www.iwai.nic.in>

- f) IWAI reserves the right to accept or reject any or all Bids without assigning any reason and no correspondence shall be entertained in this regard.

Vice Chairman

IWAI, Noida

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterways Authority of India (“**IWAI**” or “**Principal**” or “**Owner**”) is a statutory body under the Ministry of Ports, Shipping and Waterways, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (“**IWT**”) in the country and specifically National Waterways (“**NW**”). The Parliament of India has passed the National Waterways Act, 2015 on 9 March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 IWT has the potential to offer economic, reliable, safe and environmentally friendly form of transport. When developed for use by modern inland waterway vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India’s global trade competitiveness.

2. Introduction

- 2.1 The Owner will select a firm/ organization (the “**Contractor**”) in accordance with the method of selection specified in Clause - 16 under Section – II: Instruction to Bidder (“**ITB**”).
- 2.2 The name of the Assignment / Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment / Job has been described in Section - VI: Terms of Reference / Scope of Work.
- 2.3 The date, time and address for submission of the Bids have been given in Section – III: Data Sheet.
- 2.4 Bidder shall bear all costs associated with the preparation and submission of their Bids.

2.5 The Owner is not bound to accept any Bid and reserves the right to annul the Selection Process at any time prior to the contract award, without incurring any liability to any Bidder.

3. Bidder Eligibility Criteria

The Bidders must meet the following pre-qualification criteria: -

- 3.1 The Bidder shall meet the qualification criteria of executing "Similar Works" of the value as mentioned in clause 16.1 of ITB. The Bidder shall furnish the value of the order executed by it together with the details of name of the party, order value, scope of work/ component breakup, completion period stipulated in the order and actual completion period, as per format given in Form 4B in Section IV of this Tender Document. The completion certificate awarded by the client shall also be appended by the Bidder for every project mentioned in Form 4B submitted as part of its Bid. It should clearly mention the start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a client certificate enumerating the claimant share also. In case the work was performed by the Bidder as a sub-contractor, the Bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the employer/client of the main contractor.
- 3.2 Copy of work order/ letter of award/ letter of work agreement alone shall not suffice the Bidder's claim for executing "Similar Works". Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in Clause 3.1 above is mandatory to qualify.
- 3.3 Average Annual Turnover during the last three (03) years ending 31 March of the previous financial year should be as mentioned in Clause 16.1.1 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by the statutory auditor(s).
- 3.4 Any entity which has been barred by the Central Government, any State Government, a statutory employer or a public sector undertaking in India, or by International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in their projects, and the bar subsists as on the Bid Submission Date, would not be eligible to submit Bid.
- 3.5 The "Similar Work" experience of parent company/ subsidiary/ sister Company of the Bidder shall not be considered.
- 3.6 The Bidder shall offer and make available the list of all Designated Personnel as mentioned in Clause 16.2, Section II of ITB meeting the

requirements specified in Section – VI: Terms of Reference/ Scope of Work. All Designated Personnel shall comply with conditions of qualifications and experience as outlined in the Terms of Reference.

3.7 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. Declaration in this regard has been incorporated at S. No. 5 of Form 4G. However, non-disclosure of the facts or non-compliance by the Bidder in this regard would be punishable under Applicable Law and would lead to rescinding or termination of the work if information relating to debarment or disqualification or non-compliance of order is brought to the knowledge of the Owner at a later stage, even during the currency of the contract.

3.9 The Bidder shall also indicate the following:

- a) The Bidder has adequate resources for successful execution of the supply work and should be financially solvent. Bidder shall provide a solvency certificate from any nationalized/ scheduled bank in India for an amount as indicated in Section - III: Data Sheet.
- b) The Bidder is an income tax assessee and the Bidder shall also submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.

4. Pre–Bid Meeting

A pre-bid meeting shall be held as per the date and time mentioned in Section III-Data Sheet. Bidders willing to attend the pre-bid meeting should inform the Owner beforehand in writing and email. The maximum number of participants, who choose to attend the pre-bid meeting, shall not be more than two per Bidder. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his/ her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective Bidder.

During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by the Owner. The Owner will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

The Bidders may put forth their pre-bid queries in the format prescribed in Form 4I, Section IV.

5. Clarifications and Addenda

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days/ dates indicated in Section - III: Data Sheet before the Bid Submission Date. Any request for clarification must be sent in writing, or by e-mail to the Owner's address indicated in Section-III: Data Sheet. No request for clarification shall be entertained if such request is received by the Owner after the deadline for submitting clarifications.
- 5.2 The Owner may respond to queries raised by the Bidders (including an explanation of the query but without identifying the source of query) along with any amendment which would be published on the website and e-procurement portal. The Owner shall use the following procedure mentioned hereunder:
- (i) At any time before the submission of Bids, the Owner may amend the Tender Document by issuing an addendum/ corrigendum (amendment). The amendment/ clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/app> and on IWAI's website "www.iwai.nic.in". All Bidders participating in the Bid shall be deemed to have kept themselves informed and updated about each such amendment/ clarification which is posted on the above website from time to time. Declaration on the issue has been included at S. No. 8 of Form 4G in Section IV of this Tender Document.

6. Preparation of Bids

In preparing their Bids, Bidders are expected to examine in detail the documents comprising the Tender Document. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

6.1 Earnest Money Deposit (EMD)

- 6.1.1 Bidders (other than those exempted hereunder) shall furnish EMD of the amount as mentioned in Section III Data Sheet. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempt from submitting the EMD on submission of documents as per extant Government of India rules. EMD for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

1 **Name of Bank Account:** IWAI FUND

2	Bank Name and Address	Union Bank of India, Sector 15, Noida
3	Bank Account Number	513202050000007
4	IFSC	UBIN0551325

6.1.2 Bids not accompanied by EMD (other than the Bid of exempted Bidders) shall be rejected as non-responsive.

6.1.3 No interest shall be payable by the Owner for the sum deposited as EMD.

6.1.4 The EMD of unsuccessful bidders would be returned within 7 (seven) days of issuance of Letter of Acceptance to the Selected Bidder.

6.1.5 The EMD shall be appropriated by the Owner in the following events:

- (i) If Bid is withdrawn during the Bid Validity Period or any extension agreed by the Bidder thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) If the first ranked Bidder withdraws its Bid during negotiations (failure to arrive at consensus by both the Parties shall not be construed as withdrawal of Bid by the Contractor). Any fresh issue raised by the Contractor pertaining to the contract price (apart from mutually agreed price change) will be construed as withdrawal of the original quotation and liable for forfeiture of the EMD by the Bidder.
- (iv) In case the Bidder, submits false certificate(s) in any supporting documents to the Bid.
- (v) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work.
- (vi) If the Bidder fails to furnish the Performance Bank Guarantee in accordance with conditions of contract.
- (vii) In case of a Bidder revoking or withdrawing its Bid or varying any terms in regard thereof after the Bid Due Date without the consent of the Owner in writing, the EMD paid along with the Bid shall be forfeited by the Bidder.

6.1.6 In the event a bidder has not submitted EMD in terms of this ITB, upon happening of any of the event specified in Clause 6.1.5 above, an amount equal to the EMD shall be payable to the Owner.

6.2 Cost of Tender Document / Tender Fee

6.1.7 All Bidders are required to pay the cost of Tender Document as mentioned in Clause 8 of Data Sheet, Section III through RTGS. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempt from submitting the Tender fee on submission of documents, as per extant Government of India rules. The cost of Tender Document is Non-Refundable. Tender Fee for the mentioned amount shall be deposited to IWAI Fund through RTGS in the following account:

- 1 **Name of Bank Account:** IWAI FUND
- 2 **Bank Name and Address** Canara Bank, Sector 18, Noida
- 3 **Bank Account Number** 90622150000086
- 4 **IFSC** CNRB0018778

6.3 Solvency Certificate

All bidders shall submit bank solvency certificate from a nationalized/scheduled bank in India for an amount as indicated in Section - III: Bid Data Sheet (i.e. 40% of the estimated cost). The solvency certificate submitted by the Bidder shall not be older than 1 (one) year from the Bid Submission Date. **In case Bidder does not adhere to this criterion, the Bid shall be considered non-responsive and shall not be considered further in the evaluation process.**

6.4 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes (applicable on the jurisdiction of work place as well as by local government) and all such taxes, as prevailing on date of submission of the bid, must be considered by the Bidder in the Financial Bids along with the conditions mentioned therein.

6.5 Currency

Bidders shall express the price of their Assignment/ Job **in Indian National Rupees (INR).**

6.6 Language

The Bid as well as all related correspondence exchanged between the Bidders and the Owner shall be in English language and shall be strictly as per the formats attached in this Tender Document. The Owner will evaluate only those Bids that are received in the specified formats and are complete in all respects. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query / clarification from the Owner shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.7 Bid Validity

Section - III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the Bid Submission Date. During this period, Bidders shall maintain the availability of professional staff nominated in the Bid and also the amount quoted for the services in the financial bid shall remain unchanged. The Owner will make best efforts to complete negotiations, if any, within this period. Should the need arise, the Owner may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the professional staff proposed in the Bid and that their Financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, Bidders may submit new staff in replacement, which would be considered in the final evaluation for contract award. The Bidders who do not extend the validity of their bids, shall not be considered for further evaluation.

6.8 Number of Bids

A Bidder shall submit one Bid only. In case a Bidder submits more than one bid, the application of the Bidder shall be rejected summarily.

7. Conflict of Interest

- 7.1 Owner requires that selected bidder ("**Selected Bidder**") provides professional, objective, and impartial advice and at all times holds the Owner's interests paramount, strictly avoids conflicts with other Assignment(s)/ Job or its own corporate interests and act without any consideration for future work.
- 7.2 Without limitation on the generality of the foregoing, Bidders, and any of their Affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-

- (a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Owner to provide goods, works or Assignment/ Job other than consulting Assignment/Job for a project shall be disqualified from providing consulting Assignment/ Job related to those goods, works or Assignments/ Jobs. Conversely, a firm or any of its Affiliates who have been hired to provide consulting Assignment/ Job for the preparation or implementation of this Project, and any of its Affiliates, shall be disqualified from subsequently providing goods or works or Assignment/ Job other than consulting Assignment/ Job resulting from or directly related to the firms consulting Assignment/ Job for such preparation or implementation. For the purpose of this paragraph, Assignment/ Job other than consulting Assignment/ Job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.
- (b) **Conflicting Assignment/ Job:** A Bidder (including its personnel and sub-contractor(s)) or any of its affiliates shall not be hired for any Assignment/ Job that by its nature may be in conflict with another Assignment/ Job of the Contractor to be executed for the same or for another employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
- (c) **Conflicting Relationships:** A Bidder (including its Personnel and sub-Contractors) that has a business or family relationship with a member of the Owner's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of this Tender Document (ii) the Selection Process for Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka or (iii) supervision of the Contract,

shall not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Owner throughout the Selection Process and the execution of the Contract.

- 7.3 The Bidders have an obligation to disclose any situation of actual or potential conflict that impacts or is likely to impact its capacity to serve the best interest of Owner, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of Technical Bids provided herewith. If the Bidder fails to disclose said

situations and if Owner comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during Bidding Process or termination of its Contract during execution of the Assignment.

- 7.4 No agency or current employees of the Owner shall work as consultants under their own ministries, departments or agencies.

8. Acknowledgement by Bidders

It shall be deemed that by submitting the Bid, the Bidder has: -

- 8.1 Made a complete and careful examination of this Tender;
- 8.2 Received all relevant information from the Owner;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 8.4 Acknowledged that it does not have a conflict of interest; and
- 8.5 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this Tender Document.

9. Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>.
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/ registration of the Contractor/ Bidders on the e-procurement/ e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enroll in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enroll Here” on the home page portal. Enrolment is free of charge. During enrolment/ registration, the Bidders should provide the correct/ true information including valid e-mail id. All the correspondence shall be made directly with the Bidders through email id provided during registration.
- 9.4 Bidders need to login to the site through their user ID/ password chosen during enrolment/ registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/ TCS/ node/ e-Mudra or any certifying employer recognized by CCA India on e-Token/ Smart Card, should be registered.
- 9.6 Only the registered DSC, should be used by the Bidder and should ensure safety of the same.

- 9.7 Bidder may go through the tenders published on the site and download the Tender Document for Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka
- 9.8 After downloading the Tender Document, the Bidder should go through it carefully and then submit all the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/ corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/ registration and then by giving the password of the e-token / smart card to access DSC.
- 9.11 Bidder may select the Tender Document for Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka by using the search option and then moving it to the 'My Favourites' folder.
- 9.12 From the 'My Favourites' folder, it may select the Tender Document to view all the details indicated.
- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, its Bid will be rejected.
- 9.14 Bidder, in advance, should get prepared the documents to be submitted as indicated in the Tender Document and generally, they can be in PDF/ xls/ rar/ jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – III: Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Tender Documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Cost of Tender Document (Tender Fee) and EMD for the amount as specified in Section – III: Data Sheet. The original payment instruments should be posted/ couriered/ given in person so as to reach the Owner within the due date as mentioned in this Tender

- Document. Scanned/soft copy of the instrument should be uploaded as part of the Bid.
- 9.17 While submitting the Bids online, the Bidder should accept the terms & conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the cost of the Tender/ EMD as applicable and enter details of the instruments.
- 9.19 The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned/soft copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 9.20 The Bidder has to digitally sign and upload the required Tender Documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Tender Document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content.
- 9.22 If the Financial Bid is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Financial Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Owner well before the Bid submission end date &time (as per Server System Clock). The Owner will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.
- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure that the Tender Documents submitted are free from virus. If the documents cannot be opened, due to virus, during Tender opening, the Bid is liable to be rejected.
- 9.26 The time settings fixed in the server side and displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid

opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.

- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 Any Tender Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opener's public keys. Overall, the uploaded Tender Documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender Document and the terms and conditions contained therein should be addressed to the Owner or the relevant contact person indicated in the Tender.
- 9.32 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

10. Submission of Bids

The hard copy of original payment instruments in respect of cost of Tender Document, EMD, bank solvency must be delivered to the office of Vice Chairman, IWAI, on or before Bid Due Date & Time. Online Bids submitted without hard copies of original payment instruments towards cost of Tender Document, EMD and bank solvency shall automatically become ineligible and shall not be considered for opening of Bids. Further, in case of MSE registered firms, letter of claim of exemption for EMD & Tender Fee with documentary evidence against the claim must be delivered to the office of Vice Chairman, IWAI, on or before Bid Due Date & Time.

The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

10.1 Cover-I: Technical Bid

10.1.1 Enclosure – I

- a. Scanned/soft copy of the proof of cost of Tender Document/ Tender Fee as specified in Section – III: Data sheet or claim of exemption with supporting documents
- b. Scanned/soft copy of the proof of EMD as specified in Section – III: Data Sheet or claim of exemption with supporting documents
- c. Proof of bank solvency for the amount as specified in Section – III: Data Sheet
- d. Scanned/soft copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the Bidder as per Annex – VI
- e. Scanned/soft copy of Form of Tender (Form - 4A)
- f. Scanned/soft copy of a signed declaration by the Bidders (Form - 4G)
- g. Scanned/soft copy of Statement of Legal Capacity by the Bidders (Form – 4J)
- h. Scanned/soft copy of Power of Attorney for the authorized person of the bidder as per Form - 4D. This form shall be accompanied by copy of company identity card or general identity card (passport/ Driving license/ Voter's ID etc.) of the authorized representative.
- i. Scanned/soft copy of Bidder information form (Form - 4H)
- j. Composition/ Ownership/ Shareholding pattern of the organization
- k. Board resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/ memorandum of association of the Bidder.
- l. Registration/ incorporation certificate of the Bidder.
- m. Integrity agreement in format given at Annex – I
- n. Original Tender Document with all addenda and corrigenda issued till date duly stamped and signed by the authorized signatory of the bidder.
- o. Scanned/ soft copy of Undertaking for Input Tax Credit in GST by the bidder (Form 4K)

10.1.2 Enclosure – II

- a. Scanned/soft copy of the Annual Report/ Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b. Scanned/soft copy of GST Registration certificate.

- c. Income Tax Return (ITR) filed by the Bidder for the last three financial years
- d. Scanned/soft copy of PAN card of the Bidder
- e. Scanned/soft copy of Form - 4C for Average Annual Turnover
- f. Scanned/soft copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex - IV & V

10.1.3 Enclosure – III

Scanned/soft copy of complete Company/ Firm profile with details such as:

- a. Background of the organization
- b. Copies of completion certificate on client letter head for Similar Works executed by the bidder in the last seven years. The submitted certificates shall comply with the conditions laid in Clause - 3 of ITB (Bidder Eligibility Criteria). Such eligible projects shall be supplied in Form - 4B.
- c. Copies of work order/ agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Form - 4F.
- d. Provide list of litigation history.

10.1.4 Enclosure – IV

- a. The Bidder shall submit the Technical Bid online keeping in view the scope of work listed in the ToR which must include:
Scanned/soft copy of the list of experts/ Key Personnel (Form - 4E) with complete signed CV's, adhering to the following requirements:
 - (i) All Key Personnel must be in-house/ permanent staff or full-time employees of the Contractor's organization.
 - (ii) The Bidder has to ensure that all the proposed staff is deputed at site on full time basis for the entire contract duration as per the requirement of the Terms of Reference.
 - (iii) The composition of the proposed team and task assignment to individual Personnel shall be clearly stated.
 - (iv) The Key Personnel shall remain available for the entire period of the Contract as indicated in the Tender Document.

- (v) No alternative Bid for any Key Personnel shall be made and only one CV for each position shall be furnished.
- (vi) At the time of Bid submission, Bidders may provide scanned signatures of the key Personnel and authorized signatory on each CV. However, at the time of contract signing, each CV shall bear original signatures of the proposed Key Personnel and shall also be signed by the Authorized Signatory. In addition, the Contractor shall also submit a signed consent letter of the proposed Key Personnel along with qualification & experience certificates and confirming its availability for the project. The Owner may seek replacement of any of the CV's found unsuitable/ not meeting the criteria stipulated in the document. Further, the Owner may undertake personal interview of key experts for verifications purposes before issue of Letter of Acceptance.
- (vii) A CV shall be summarily rejected if the educational qualification of the Key Personnel proposed does not match with the requirement stipulated in the Tender Document.
- (viii) No Key Personnel involved should have attained the age of 60 (sixty) years at the time of commencing the contract. The Owner reserves the right to ask for proof of age, qualification, and experience at any stage of the project.
- (ix) Since the replacement of Key Personnel affects the marking of technical evaluation of the bids, the Bidders shall ensure that there shall be no replacement/ change in the Key Personnel proposed at the time of signing of Contract.
- (x) During execution of work, the replacement of the Key Personnel shall only be on grounds of duly Approved leave or resignation of Designated Personnel. The Contractor shall not replace any of the Key Personnel without the written prior consent of the Owner. If substitute Personnel is deployed without due consent of Owner, fee will be deducted as given in Terms of Reference of this Tender Document.
- (xi) If the Owner (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Owner's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.

- (xii) In the events specified above, the Contractor shall promptly submit the CV of the Personnel proposed having equal or better qualification & experience than the Personnel to be replaced and the Owner shall convey approval/ rejection within a period of 7 days of receipt of such CV. In case the Owner does not convey the approval/ rejection within 7 days of receipt of CV for the proposed replacement, the Contractor shall give a reminder to the Owner promptly and wait for the decision of the Owner for another 5 days from the receipt of such reminder by the Owner, if still the Owner fails to convey its approval/ rejection of the CV, then the CV shall be deemed to be accepted and such proposed Personnel shall become eligible for deployment.
- (xiii) Such replacement of Personnel at site should be arranged at the earliest but not later than 15 calendar days from the receipt of approval of the CV by the Contractor. If a replacement for the Personnel is not given within 15 calendar days, then a one-time deduction @ 1% of the monthly remuneration rate quoted by Bidder for that Personnel shall be applicable for each day of delay. The Contractor shall bear all travel and other costs arising out of or incidental to any removal and/ or replacement of its Personnel.

It may be noted that the Technical Bid shall not contain any reference to the Financial Bid.

10.2 Cover-II: Financial Bid

Financial Bid in excel format (BoQ (Name of the bidder)) provided along with this Tender as Form Fin – 2 shall be used for quoting prices / offer.

- (i) This will contain fee to be charged for Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka.
- (ii) While working out fees, following points should be noted:
 - (a) The Contractor will have to make its own arrangements for the office accommodation or any other facilities at site, transport/ TA/ DA and accommodation & related expenses of their staff deployed for supervision including visiting various offices, and other places for meetings, data collection, presentations, public consultation during field visit, public hearing and discussions, the remuneration of the experts, secretarial staff, their salary, allowances & overhead expenditure etc.

- (b) Fees quoted would deem to have included all incidental costs including cost of data collection from various line departments, field survey, all documents and reports etc. that would be required to-be prepared and submitted by the Contractor during entire course of the present assignment. Even after satisfactory submission of all above information/ reports/ NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Government and Non-Government Organization, or local people or parties, the firm shall resolve such issues to the complete satisfaction of IWAI.
- (c) All duties, taxes, royalties, and other levies payable by the Bidder under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The Bidder has to submit the breakup cost of work and taxation in support of the financial bid. Further, any variation in the statutory taxes shall be accounted for the payment of differential tax amount, against submission of proof of change in Tax on work done amount. However, this would be entertained only if the Bidder has submitted its breakup with effective weightage, otherwise it would be presumed that the Bidder would absorb the same in his quote.

10.3 The total duration of services shall be as specified in Section – III: Data Sheet.

10.4 In case there is difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.

11. Extension of Bid Submission Date

The Owner may extend the date of submission of bids by issuing a corrigendum and uploading the same on Owner's website and/or e-procure.gov.in/eprocure/app

12. Late Bids

Online Bids received by the Owner after the specified Bid Submission Date & time or any extension thereof, pursuant to Clause - 11, shall not be considered for evaluation and shall be summarily rejected.

13. Liability of the Owner

The Bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the Bid Submission Date and deadline. The Owner shall not be liable for failure of

online submission of bid by the Bidder that may arise due to any reason whatsoever. It shall be construed that the procedure for online submission of bids, mentioned under Clause - 9 of ITB, has been read and understood by the Bidder. The hard copy of the bids submitted by the Bidder shall not be treated as a substitute to online bids submission and in case a Bidder fails to submit its bid online due to any reason, the hard copy of the bid shall not be considered for evaluation.

14. Modification/ Substitution/ Withdrawal of Bids

The tender once submitted may be modified, substituted, or withdrawn by the Bidders before the last date of bid submission through e-procurement mode as mentioned in NIT in this Tender Document.

No bid shall be modified after the deadline fixed for submission of bids.

15. Bid Opening and Evaluation Process

15.1 From the time the Bids are opened to the time the Contract is awarded, any effort by Bidders to influence the Owner in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the Bid.

15.2 The Owner will constitute a Tender Evaluation Committee (TEC) which will carry out the evaluation process.

15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section-III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender Document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the Bid Submission Date being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted in accordance with Clause - 14 shall not be opened.

15.4 The TEC shall evaluate the Technical Bids based on their responsiveness to the Terms of Reference and by applying the evaluation criteria and sub-criteria specified in Clause - 16. In the first stage of evaluation, a Bid shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in Clause - 3 and Clause - 16 of ITB. Only responsive Bids shall be taken up for further evaluation. A Bid shall be considered responsive only if:

- a) It is received by the Bid Submission Date and time including any extension thereof, pursuant to Clause - 11.

- b) It is accompanied by the EMD & Tender Fee as specified in Clause 6.1 & 6.2 above;
 - c) It is received in the forms specified in Section - IV (Technical Bid) and in Section - V (Financial Bid);
 - d) It does not contain any condition or qualification or suggestion or submission.
 - e) It fulfils the eligibility criteria stipulated in Clause 3 and Clause 16.1 of ITB.
- 15.5 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Owner may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Owner, however, is not bound to accept the clarification submitted by the Bidder if found irrelevant. The Owner's request for clarification and the response from the Bidder shall be in writing.
- 15.6 The Owner shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the eligibility criteria stipulated in the Tender Document, of the Date, Time, and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.7 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive along with the Bid prices, the total amount of each Bid, and such other details as the Owner may consider appropriate will be announced by the Owner.
- 15.8 Bidder may, if deemed necessary by him, send a representative to attend the Financial Bid opening. Such representative shall have a letter of authorization from the Bidder to attend the bid opening on its behalf.

16. Qualification Criteria & Bid Evaluation

16.1 Minimum Qualification Criteria

To qualify for this tender, the Bidder must satisfy each of the Minimum Qualification Criteria stipulated in Clauses 16.1.1 to 16.1.2 of ITB. Not satisfying any of the Minimum Qualification Criteria shall render the Bid non-responsive and Financial Bids of such Bidders shall not be opened.

- 16.1.1 Minimum Qualification Criteria for provision of manpower services for Operation and Maintenance of new navigational lock at Farakka
The Bidder should have successfully completed "Similar Works" in previous 7 years before the Bid Submission Date as per the sub-criteria specified below:

- a) At least 3 similar completed services each costing not less than 40% of Estimated Cost of INR 4,87,62,870/- excluding GST the amount equal to INR 1,95,05,148/- (INR One crore ninety-five lakh five thousand one hundred and forty-eight or
- b) At least 2 similar completed services each costing not less than 60% of Estimated Cost of INR 4,87,62,870/- excluding GST the amount equal to INR 2,92,57,722/- (INR Two crore ninety two lakh fifty seven thousand seven hundred and twenty or
- c) At least 1 similar completed service costing not less than 80% of Estimated Cost of INR 4,87,62,870/- excluding GST the amount equal to INR 3,90,10,296/- (INR Three crore ninety lakh ten thousand two hundred and ninety-six

For this purpose, “**Similar Works**” means “provision of manpower services for operation & maintenance of civil structures including hydraulic works and hydraulic infrastructure with automated equipment, water retaining structures in water and ports related projects”.

16.1.2 Qualification Criteria for Average Annual Turnover of Bidder for last three (03) years ending 31st March of the previous financial years i.e. 2017-18, 2018-19 and 2019-20 and duly certified by the Statutory Auditor on the letter head of Chartered Accountant/ Statutory Auditor as indicated in Section IV: Form-4C.

At least INR 46,40,400 (INR Forty-six lakh, forty thousand four hundred only) and may be considered as average annual turnover may be equal to 40% of estimated value i.e., INR 1,95,05,148/- (INR One Crore Ninety Five Lakh Five Thousand One Hundred Forty Eight Only).

Note: For conversion of US Dollars to Rupees, the rate of conversion shall be INR [75 (INR Seventy five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

16.1.3 In case a Bidder fails to meet the Minimum Qualification Criteria, the further process for technical evaluation will not be carried out and such Bids shall be treated as non-responsive.

16.2 Technical Evaluation

16.2.1 The points earmarked for evaluation of Technical Bids would be as follows:

Sl. No.	Description	Maximum Points
1.	Average Annual Turnover of the Bidder	15
2.	The Bidders relevant experience for the assignment	30
3.	The qualification of the experts / professionals	55
	Total	100

Detailed Marking Criteria

Sl. No.	Criteria	Score
1.	Average Annual Turnover from O&M Services	15
a.	INR 46,40,400 (INR Forty-six lakh, forty thousand four hundred only)	5
b.	More than INR 46,40,400 (INR Forty-six lakh, forty thousand four hundred only) & up to INR 92,80,800 (INR Ninety-eight lakh, eighty-five thousand six hundred only)	10
c.	More than INR 92,80,800 (INR Ninety-eight lakh, eighty-five thousand six hundred only)	15
	The Bidder meets Minimum Qualification Criteria for 'Similar Works' as indicated in Clause 16.1.1 of ITB, Section II in the last 7 years:	10
3.	The Bidders relevant experience for the assignment as indicated in Clause 16.1.1 of ITB, Section II in the last 7 years: "Similar Works" shall mean projects as defined in Clause 16.1.1 of ITB and shall have a minimum value of INR 1,95,05,148/- (INR One crore ninety-five lakh five thousand one hundred and forty-eight	20
a.	Past experience of similar nature	

Sl. No.	Criteria	Score
	Less than 4	0
	4-6 projects	10
	More than 6 Projects	20
4.	The qualification of the Designated Personnel	55
a)	Technical Coordinator	15
b)	Electrical Diploma engineer	8
c)	Electrical ITI engineer	8
d)	Mechanical Diploma Engineer	8
e)	Mechanical ITI Engineer	8
f)	IT personnel	8
	Grand Total (Sl. Nos. 1+2+3+4)	100

Sub-Criteria for Each Personnel Scoring

Sl. No.	Key Personnel	Educational Qualification (30%)	Total Experience (20%)	Relevant Experience (50%)

16.2.2 The Technical Bid of a Bidder must secure at least 70 marks out of 100 to become eligible for opening of Financial Bids. In other words, Financial Bids of only those Bidders whose Technical Bids have a score of 70 marks or more (out of 100) would be opened for further processing.

16.3 Bid Evaluation

16.3.1 The Technical Bids shall be evaluated in terms of Clause 16.1 & 16.2 above. In case a Bidder fails to meet the above-mentioned qualification criteria, its Bid shall be treated as non-responsive and its financial Bid shall not be opened.

16.3.2 A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Tender Document and terms & conditions defined therein.

16.3.3 The lowest priced Bidder i.e., L-1 shall be chosen based on the amount quoted by the bidders in BoQ of Section V. For avoidance of doubt, it is

clarified that Bidder who has quoted the lowest in BoQ shall be considered as Selected Bidder.

17. Award of Contract

- 17.1 The Owner shall issue a Letter of Acceptance (LOA) to the Selected Bidder. It may also notify all other Bidders about the decision taken (if requested by other Bidders). The Selected Bidder shall acknowledge the award of contract by sharing with the Owner the signed LOA within a period of 15 (fifteen) days.
- 17.2 The Selected Bidder will sign the contract after fulfilling all the formalities/ pre-conditions mentioned in Section VII including submission of Security Deposit & Performance Guarantee, within 21 days of issuance of the LoA by the Owner.
- 17.3 The Selected Bidder is expected to commence the Assignment/Job at the location specified in Section III Data Sheet.

18. Insurance

- 18.1 The Contractor shall maintain at his own cost personal and accident insurance for all its Personnel and property as considered satisfactory by the Owner to cover any risks arising from work and services to be rendered by the Contractor under this service Agreement. The Contractor shall ensure the same for its Sub-Contractors also. The Owner shall not be responsible for any such events or effects thereof. A statement to this effect should be submitted with the offer.
- 18.2 The Contractor shall also maintain any other insurance necessary to protect the Contractor, its employees and its assets and the Owner, its employees and agents engaged in or connected to the Contract, against loss, damage, or destruction at replacement value, including all Force Majeure Events that are insurable and not otherwise covered above.

19. Indemnity

- 19.1 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Owner, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

20. Fraud and Corrupt Practices

20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender, the Owner shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Owner shall, without prejudice to its any other rights or remedies, appropriate the Bid Security or Performance Security, towards damages payable to the Owner for, *inter alia*, time, cost and effort of the Owner, in regard to the Tender, including consideration and evaluation of such Bid.

20.2 Without prejudice to the rights of the Owner under Clause 18 (Insurance) hereinabove and the rights and remedies which the Owner may have under the LOA or the Agreement, if a Bidder or Contractor is found by the Owner to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender for works or services issued by the Owner during a period of two years from the date such Bidder or Contractor, as the case may be, is found by the Owner to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

21. Ownership of Document and Copyright

All records of operation and maintenance (all inventory, stores, log sheets, instructions, registers etc.) would be under the control of the Owner and cannot be taken away by Bidder. All such records shall be under ownership of the Owner and has to be submitted after Contract Period for Completion Certificate.

22. Foreclosure of contract in full or partial due to Abandonment or reduction in Scope of Work

If at any time after acceptance of the Tender/ Letter of Acceptance (LoA) the Competent Authority decides to abandon or reduce the scope of work may be foreclosed at any stage, without assigning any reasons whatsoever. Consultant does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Employer. In case of foreclosure, percentage payment due up to the completed stage will be made as indicated in the Financial Proposal. In case assignment forecloses in the middle of any indicated stage as per financial proposal,

pro-rata payment shall be made for the completed services as agreed mutually.

SECTION - III: DATA SHEET

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
1.	2.1	Owner	Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment	Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka
3.	2.1	Method of Selection	Least Cost System (LCS) Selection Method
4.	2.3	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	Date: 03.11.2022 ("Bid Submission Date") Time: Latest by 1500 Hrs (IST) Submission: Online submission Address: Vice Chairman Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	4	A pre-Bid meeting will be held on	Date : 07.10.2022 Time: 1500 hrs Venue: Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
6.	5.1	Last date for seeking clarifications	Date : 30.09.2022 Time: Latest by 1500 hrs Email Id: vc.iwai@nic.in
7.	6.1	EMD	INR 9,75,257 (INR Nine lakh seventy-five thousand two hundred and fifty-seven only) i.e., 2% of estimated value i.e. INR 4,87,62,870/- As per OM dated 12.11.2020 of Department of Expenditure (validity of which has been extended up till 31.12.2023), on account of slowdown in economy due to pandemic, there is no provision regarding Bid-security (Earnest Money Deposit) EMD/ SD to be deposited through RTGS at the following account: Name of Bank: Union Bank of India Branch: Sector 15, Naya Bans, Noida 201301 Account Number: 513202050000007 IFSC: UBIN0551325

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
8.	6.2	Cost of Tender Document	<p>INR 1,000/- plus 18% GST plus 18% GST i.e. INR 1000/- + 180/- = INR 1,180/-</p> <p>However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempt from submitting the Tender fee/ cost of tender document, on submission of documents to the extent as per the Government of India notifications.</p> <p>Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account:</p> <ul style="list-style-type: none"> i. Name of Bank Account: IWAI Fund ii. Bank Name and Address: Canara Bank, Sector-18, Morna Branch, Noida - 201301 iii. Bank Account number: 90622150000086 iv. IFSC: CNRB0018778
9.	6.3	Bank Solvency	<p>INR 46,40,400 (INR Forty-six lakh, forty thousand four hundred only) i.e. 40% of the estimated cost of work,</p> <p>Bank Solvency certificate should not be older than one (1) year from the bid submission last date from a nationalised/ scheduled bank in India</p>
10.	6.7	Bid Validity Period	120 days after Bid Submission Date
11.	3.3	Similar Works	As stipulated in Clause 16.1.1 of ITB
12.	6.9	JV / Consortium allowed	Not Allowed
13.	3.7	The estimated number of experts/professionals	As stipulated in Form FIN – 3 & Clause 11 of Section VI
14.	-	The formats for the Technical Bid	<p>FORM 4A: Form of Tender</p> <p>FORM 4B: Eligible Projects</p> <p>FORM 4C: Average Annual Turnover</p> <p>FORM 4D: Power of Attorney (for authorized representative of Bidder)</p>

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITB	PARTICULARS	DESCRIPTION
			FORM 4E: Curriculum-Vitae (CV) of Key Personnel FORM 4F: List of Ongoing assignments FORM 4G: Declaration by the Bidders FORM 4H: Bidder information sheet FORM 4I: Format for pre-bid queries by Bidders FORM 4J: Statement of Legal Capacity FORM 4K: Undertaking for Input Tax Credit in GST by the Bidder
15.	10.3	O&M Period	3 years from the LOA (extendable by 2 years)
16.	15.3	Bid Opening date	Date: 04.11.2022 Time: 1530 hrs
17.	17.3	Location of Assignment	Farakka, West Bengal
18.	-	Price Preference	Since Splitting of scope / quantity of work is not feasible keeping in view the nature of work involved, price preference clause for MSME registered firms/ bidders will not be applicable.

SECTION – IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

To,

**Vice Chairman
IWAI, A-13, Sector -1,
Gautam Buddha Nagar
NOIDA - 201301, U.P.**

Sub: Outsourcing of Manpower Services in Respect of Operation & Maintenance of Navigational Lock at Farakka

Dear Sir,

1. Having examined the information and instructions for submission of tender, Standard form of Contract, Technical, General and Detailed specifications, Bill of Quantities (BoQ) and bank guarantee forms, etc. for the above named works, I/ We(*Name of Bidder*) hereby tender for execution of the works referred to in the Tender Document in conformity with the said standard form of contract, schedule of quantities for the sum as stated in BoQ of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the Tender Document.
3. I/We am/are tendering for the works mentioned in the table below and submitting the EMD vide RTGS / NEFT in IWAI Account as per the details given therein:

S. No.	RTGS / NEFT		TOTAL EMD (INR)
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)	
1			

4. I/ We agree to abide by this tender. I/ We agree to keep the Bid valid for a period of 120 days from the Bid Submission Date or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender, if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our EMD, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to appropriate the said EMD absolutely. Otherwise, the EMD shall be retained by IWAI towards part of Security Deposit to execute all works referred to in the Tender Document on the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be Accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on EMD and/ or Security Deposit.
6. I/ We have independently considered the amount of liquidated damages shown in the Tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by IWAI in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the Owner to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. **I/We also declare that the firm has not been banned or blacklisted by any Government in India or its department or any Quasi-Government agency or Public Sector Undertaking or Multilateral or International Aid Agency/ Development Bank.** Any such discovery by IWAI at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.

9. I/ We understand that you are not bound to accept the lowest or any Bid you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, specifications etc. as contained in the Tender Document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name

Designation

duly authorized to sign & submit
tender for an on behalf of

(Name and address of firm)

M/s

.....

Telephone no's.....FAX

No.....

FORM 4B: Similar Works

[Using the format below, provide information on each assignment for which your firm,]

“Similar Works¹” have been defined in Clause 16.1.1 of ITB

S. No.	Client Name ² , Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of work (specifically Similar Works).	Remarks	% of completion of ongoing project
		Financial ³ value of Similar Works satisfactorily completed						

Firm's Name :

Authorized Signature :

Notes: .

1. Bidders should mention the maximum value of Similar Works as defined in Clause 16.1.1 of ITB executed during the last seven years from the Bid Submission Date.

¹ Exhibit only those projects completed in the last Seven (7) years from the **Bid Submission Date**.

² The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Bidder shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

³ Against the Contract of works having several components other than Similar Works, only the relevant component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

2. *In case of foreign currency, for conversion of US Dollars to Rupees, the rate of conversion shall be INR [75 (INR Seventy five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

3. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may not be considered for evaluation.

FORM 4C: Average Annual Turnover

Sl. No.	Financial Years	Average Annual Turnover in INR in Last Three Years
1.	2017-2018	
2.	2018-2019	
3.	2019-2020	
Average Annual Turnover		<i>[indicate sum of the above figures divided by 3]</i>

Certificate from the Statutory Auditor

This is to certify that*[Name of the Firm][Registered Address]* has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation:

Name of Firm:.....

(Signature of the Statutory Auditor Seal of the Firm)

Note:

1. In case the Contractor does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
2. This Form shall be submitted on the letter head of the CA/statutory auditor

FORM 4D: Power of Attorney
**(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly
notarized)**

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.son/daughter/wife and presently residing atwho is presently employed with/retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "Outsourcing of Services in Respect of Operation & Maintenance of Navigational Lock at Farakka". The selection of Contractor for Inland Waterways Authority of India (the "Owner") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Owner, representing us in all matters before the Owner, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Owner in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us till the entering into of the Contract with the Owner.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE, THE ABOVE NAMED OWNER
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY
OF....., 20****

For ...

(Signature, Name, Designation and Address)

Witnesses:

- 1.....
2.

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM 4E: Curriculum - Vitae (CV) of Experts / Personnel

1. **Proposed Position/Designation :**

2. **Name of Firm :**

[Insert name of firm proposing the staff]

3. **Name of Staff: *[Insert full name]* :**

4. **Date of Birth :**

5. **Nationality :**

6. **Education :**

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:

7. **Membership of Professional Associations :**

8. **Other Training :**

9. **Countries of Work Experience :**

[List countries where staff has worked in the last ten years] :

10. **Language Known :**

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] :

11. **Employment Record :**

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

From [Year] : To [Year]:.....

Employer:

Positions held:

12. **Detailed Tasks Assigned**

[List all tasks to be performed under this Assignment/Job] :

13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under Para 12.]

Name of Assignment/Job or project :
Year :
Location :
Employer :
Main project features :
Positions held :
Activities performed :
Duration of deployment on the project:

14. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I also confirm my availability for the project.

I hereby declare that I have not given my consent to any other Contractor besides (*Name of bidder*) to use my CV for the purpose of bid submission for this project.

Date:..... [Signature of staff member]
[Signature of authorized signatory of the firm]

Place:.....

[Full name of authorized representative]

Note: Scanned/soft copies of certificates for educational qualification and work experience shall be submitted along with CVs of all Personnel.
Note

FORM 4F: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including similar works	Value of contract	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion

FORM 4G: Declaration by the Bidders

To,

Date:.....

**Vice Chairman
INLAND WATERWAYS AUTHORITY OF INDIA,
A-13, Sector – 1, Noida - 201 301,
District- Gautam Buddha Nagar (U.P.)**

Kind Attention: Vice Chairman, IWAI

Sub: Declaration from the Bidder.

Tender Reference No:.....

Dear Sir,

This is with reference to the above mentioned Tender Document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender Document.
2.	<input type="checkbox"/>	I/ We have not been banned or de-listed by any government or quasi government agency or public sector undertaking or by any International Funding Agency.
3.	<input type="checkbox"/>	I/ We accept the payment terms of Terms of Reference.
4.	<input type="checkbox"/>	I/ We provide our acceptance to all Tender Terms and Conditions.
5.	<input type="checkbox"/>	I/ We confirm that neither have we failed nor have we been expelled from any project or agreement during the last 03 years
6.	<input type="checkbox"/>	I/ We agree to be disqualified for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
7.	<input type="checkbox"/>	I/ We agree to be disqualified from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/ submissions made by me/us are not genuine
8.	<input type="checkbox"/>	I/ We confirm that I/we have noted/ updated ourselves of all amendments/ corrigendum/ response to pre-submission queries etc. and bid is submitted incorporating the same.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Note: Please Tick the appropriate box in the above table.

FORM 4H: Bidder information sheet

Bidder name: <i>[insert full name]</i>
Bidder's country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

FORM 4I: Format for Pre bid queries by Bidders
(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			
.			

FORM 4J: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
Vice Chairman
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that *(insert individual's name)* will act as our representative and has been duly authorized to submit the Tender Document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions / representations of the authorized Signatory shall be legally binding on us.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Form 4K: Undertaking for Input Tax Credit in GST by the Bidder
(To be submitted on the letter head of the bidder)

Date:

To,
Vice Chairman
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Kind Attention: Director
Sub: Undertaking from the bidder
Tender Reference No:
Dear Sir,

This is with reference to above mentioned Tender Document. We hereby make the following declarations:

The contractor shall undertake to pass on the input tax credit in GST and shall compensate the Employer for any loss suffered on this account by employee (if any).

We, (Name of the contractor) hereby certify that for INPUT TAX Credit in GST as per Agreement shall pass on the input tax credit in GST and shall compensate the Employer for any loss suffered on this account by Employee (if any).

Signature with official seal
Name:
Designation of bidder/ authorized representative:
Address:

SECTION – V: FINANCIAL BID STANDARD FORMS

Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of the Owner]

Dear Sir:

We, the undersigned, offer to provide the Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka] in accordance with your notice inviting tender dated *[Insert Date]* and our Technical Bid. Our attached Financial Bid is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies etc.) *[Insert amount(s) in words and figures]*. We hereby confirm that the Financial Bid is unconditional, and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid.

Our Financial Bid shall be binding upon us subject only to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in clause..... and any extension thereto agreed by us.

We understand you are not bound to accept any Bid you receive.
We remain,

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

Form Fin – 2: Summary of Costs - BOQ

Sr. No.	Particulars	Amount (in Figures)	Amount (in Words)
A.	Operation and maintenance fees (Form Fin- 3) (Total - 1 + 2)		
B.	Taxes as applicable (Form Fin- 3) (Total – 3)		
	Grand Total		

Notes:

- All payments shall be made as per the payment terms of ToR.
- During Financial Bid Evaluation, quoted cost including taxes would be considered, for the purpose of comparison of the Bids.

Authorized Signature

Name :

Designation :

Name of Firm :

Address :

Form Fin – 3: Fees for Manpower Services for Operation & Maintenance

1. Key Resource⁴ (as required)

Sl. No.	Designation	Number of Personnel (A)	Man-months Proposed / Person (B)	Man-month Rate / Person (C)	Total Amount (D = AXBXC)
1	Technical Coordinator	1	12		
2	Electrical - Diploma engineer	4	12		
3	Electrical - ITI Engineer	4	12		
4	Mechanical - Diploma Engineer	4	12		
5	Mechanical - ITI Engineer	4	12		
6	IT Engineer	1	12		
Sub-Total (1)					

2. Miscellaneous Expenses

Sr. No.	Description	Number of Personnel	Months	Monthly Rate	Total Amount	Education
1.	Supervisor (skilled)	1	12			Grade 12
2.	Auxiliary staff	18	12			Grade 10
Sub-Total (2)						

3. Taxes as Applicable

Sr. No.	Description	Amount
1.	Taxes as applicable	
Subtotal (3)		

⁴ Number of Manpower may increase / decrease depending upon the number of working hours at site or as instructed by the Engineer-in Charge. The Bidder shall be paid man-month rate based on actual deployment depending upon the site conditions or as instructed by the EIC as and when required.

Sr. No.	Description	Amount
1.	Subtotal 1	
2	Subtotal 2	
3	Subtotal 3	
	Total	

Notes:

1. Man-months rate and corresponding total amount shall include total emoluments, expenditure allowances, overheads, bonuses, and accommodation for deployed staff etc. These are to be provided only for the purpose of break-up of quoted remuneration.
2. The Miscellaneous Expenses details as stipulated above, are to be provided only for the purpose of break-up of total cost under this head.
3. The Contractor shall give the breakup of the total cost of all taxes applicable.

Authorized Signature

Name

Address

SECTION –VI: TERMS OF REFERENCE (ToR)

I. The primary responsibility of the contractor shall be to provide manpower for the following indicative list of activities and conditions,

1. Required number of technical Personnel shall be deployed at every position as mentioned in this Tender Document for a duration as given in the table below:

S No	Position	Minimum no. of Designated Personnel	Minimum no. of hours (per position per day)	Minimum no. of days (per week)
1	Technical Coordinator	1	8	6
2	Electrical Diploma engineer	4	24	7
3	Electrical ITI engineer	4	24	7
4	Mechanical Diploma engineer	4	24	7
5	Mechanical ITI engineer	4	24	7
6	IT personnel	1	8	6

2. Required number of support Personnel shall be deployed at every position as mentioned in this Tender Document for a duration as given in the table below:

S No	Position	Minimum no. of Designated Personnel	Minimum no. of hours (per position per day)	Minimum no. of days (per week)
1	Supervisor	1	8	6
2	Auxiliary staff	18	8	6

3. No Personnel shall be of more than 60 years of age.
4. Taking of leave by any designated Personnel shall be subject to the prior approval of the Technical Coordinator and it shall be the responsibility of the Contractor that substitute Personnel is duly provisioned for concerned position for the leave period. It shall also be the responsibility of the Contractor to ensure that academic qualification and work experience requirements of the substitute for the concerned position as mentioned in this Tender Document are satisfied. It shall also be the responsibility of the Contractor to ensure that the substitute is only for the temporary leave period of the Designated Personnel.
5. The Contractor shall provide a substitute well in advance if there is any probability of the person resigning and hence, vacating the concerned position. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Contractor. It shall be the responsibility of the Contractor to ensure that academic qualification and work experience requirements of the substitute for the concerned position as mentioned in this Tender Document are satisfied.
6. If suitable Substitute Personnel is not provided in event of leave of absence or resignation of Designated Personnel and the concerned position is felt vacant for certain number of days, one-time fee deductions will be made for each day of position lying vacant as per the schedule given below:

S No	Position	Fee deduction (INR per person per day)
1	Technical Coordinator	7,692
2	Electrical Diploma engineer	2,667
3	Electrical ITI engineer	667
4	Mechanical Diploma engineer	2,667
5	Mechanical ITI engineer	667
6	IT engineer	2,667
7	Supervisor	667
8	Auxiliary staff	349

7. If more than three written warnings have been issued to a Designated Personnel for inadequate performance by Technical Coordinator, the services of that Designated Personnel shall be terminated within 30 days and the Contractor shall provide a substitute before termination of that Designated Personnel. It shall be the responsibility of the Contractor to ensure that academic qualification and work experience requirements of the substitute for the concerned position as mentioned in this Tender Document are satisfied. The deployment of substitute shall be duly Approved.
8. Tasks will be allocated to Personnel by the Technical Coordinator as discussed with the Chief Lock Officer or any authorized representatives. Completion of tasks shall be certified and recorded by and verified by the Technical Coordinator.
9. An indicative list of tasks to be performed by Personnel provided by the Contractor is given below:
 - i. To maintain proper inner electric supply through cable from transformer, electrical components and its repairing etc. during operation and maintenance of New Navigation lock at Farakka and also in GM's Office at Farakka as and when required on demand.
 - ii. Maintenance, health checking of all related electro-mechanical machineries for functioning in view of operation etc. during operation of Navigational lock at Farakka and also other machineries in GM's Office at Farakka as an when required on demand.
 - iii. To identify and remove technical glitches occurring due to electro-mechanical faults.
 - iv. To keep proper vigil while passing of vessels for safety of Lock gate.
 - v. Routine preventive maintenance including rectification of minor electro-mechanical defects, lubrication of system and other all related works etc.
 - vi. Minor repairing of all electro-mechanical equipment.
 - vii. To maintain cleanliness of control tower building, jungle cutting and cutting of branches of trees in a regular manner, maintenance of horticulture and landscape of lock complex and cleaning of rooms / halls / corridors, offices, bathrooms, toilets, wash basins, staircase, ramps, office compound etc. Daily cleaning / dusting of writing tables, working tables,

chairs, telephones, computers office cubicles, photocopier machines, fax machine, printers etc. Daily cleaning of window panes. Periodic cleaning of ceilings and walls to remove cobwebs. Regular maintenance of cleanliness of fans, light and other electric fittings of building. Keeping the drains around the building clean and clear from choking of drain and roof of building, cleaning of water tanks. Maintain cleanliness around the lock complex.

viii. To maintain log sheet and inventory record for the diesel for generators along with timing of operations and fuel consumptions record and certified copy of which shall be attached for monthly bills.

ix. Any other work concerned with maintenance of electrical, hydraulic or mechanical equipment employed in new Farakka Navigational lock at Farakka, assigned by the Chief Lock Officer or his authorized representatives.

x. To ensure smooth transition for safe custody, maintenance and operation of equipment and premises as envisaged above, the handing over of lock to the Contractor (through way lease), will be done in presence of representatives of both Contractor and the Owner for condition survey of the lock, infrastructure, equipment's etc. The monthly report shall be prepared by Contractor which will be Approved by both parties and exchanged. The same process will be followed at the time of taking over at the end of the contract.

xi. Periodical physical check of all the gates before operation or at a regular interval for any damage/abnormality noticed.

xii. Periodical check of all the rotating and sliding parts and necessary arrangement of lubrication (wherever applicable) to be attended.

xiii. Register/Log book to be maintained to record Oil level and Temperature rise of the Power Packs and time required for opening/closing of gates.

xiv. Check sheet to be maintained for any leakage in the hydraulic pipe lines and sockets.

xv. Check sheet to be maintained to record the pressure required by the power pack during operation of the Mitre & Radial Gates.

xvi. Check sheet to be maintained for recording the electrical load during the operation of the gates, and any abnormality noticed, to be sorted out.

xvii. Regular check and no-load running for all the hoist equipment (Jib Crane, Winch, Davit) which will generally be used occasionally.

xviii. Regular check of all the seals/slides of the gates for any physical damage

xix. This is not an exhaustive list and final call shall be taken by mutual consultation between Chief Lock Officer and the Technical Coordinator.

10. IWAI will make available its own key-staff for the O&M operations, consisting of the following staff:

S No.	Category	NN- Lock staff (nos)	Minimum no. of hours (per position per day)	Minimum no. of days (per week)
1	Chief Lock Officer	1	8	6
2	Lock Officer	4	24	7
3	Lock Operators for control room	4	24	7

11. The staff (experts and professionals) to be made available by the Contractor are presented in this document.

12. Each Personnel (provided by Owner or Contractor) shall work for a maximum period of 8 hours per day. If a position requires deployment for more than 8 hours per day, another Designated Personnel shall be deployed at that position after initial period of 8 hours. The deployment beyond 8 hours if necessary, shall be upon payment of overtime charges as per applicable law.

13. IWAI may ask the Contractor to deploy additional Personnel as and when required on demand for any additional works to be performed at Farakka navigational locks. IWAI shall also specify the duration of deployment of such additional Personnel.

The Contractor shall be obliged to provide such additional Personnel as asked by IWAI at rates quoted in Form Fin 3 including any escalation as applicable. IWAI will have to give at least 30 days advance notice to the Contractor through written communication to the Technical Coordinator for any such additional requirement.

Other terms and conditions for such additional Personnel shall remain same as in this contract.

II. Payment Terms & Conditions:

1. The Contractor will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time and IWAI shall not incur any liability for any expenditure whatsoever on the persons employed by the Contractor on account of any obligation. The Contractor will require providing particulars of EPF, ESI of its employees engaged in this office. The Contractor shall comply all statutory provisions of law, rules and regulations of Act and keep IWAI informed about any amendment in the law from time to time. In the event any liability in relation to wages of the personnel employed on IWAI, IWAI shall be entitled to adjust the same in the payment to be made to the Contractor in the subsequent month.
2. Contractor shall also compensate all Personnel with overtime dues and allow rest hours as per applicable laws. Details of the same shall also be provided by the Contractor to the Owner.
3. The Contractor shall raise the bill, in triplicate, along with attendance sheet of actual manpower deployed duly verified by the Technical Coordinator from IWAI in respect of the persons deployed and submit the same to **Vice Chairman**, IWAI, A-13, Sector-1, Noida – 201 301 in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month.
4. The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished.

5. Payments to the Contractor would be strictly on certification by the Chief Lock Officer.
6. Bidders shall share per month remuneration rates for each personnel and submit the same along with its bid in format given in Form Fin-3 in section V of this document. Payments shall be made at the rates quoted in Form Fin-3 for each month during the 3 (three) year period and no escalation shall be applied over it.
7. In the event that the Contractor is awarded a time extension beyond 3 (three) years, monthly payments shall be made at an y-o-y cost escalation of 5% over monthly remuneration rates quoted by Bidder in Form Fin-3.

III. QUALIFICATION & EXPERIENCE OF KEY PERSONNEL

The Bidder shall provide the following Key Personnel comprising of technical expert with knowledge of operation and maintenance of civil structures in water or port projects. The tentative qualification and experience of Key Personnel required during execution of work are as under:

S No	Position	Educational Qualification & Work Experience	Roles & Responsibilities	No of personnel
1	Technical Coordinator	<p><u>Qualification:</u> Minimum of Bachelor degree in Electrical Engineering or Mechanical Engineer</p> <p><u>Experience</u> 1. Total/ overall experience of at least 15 years after graduation in which at least 10 years' relevant experience in operation and maintenance activities and</p>	<p>The key expert shall be overall in charge of the team and shall co-ordinate with owner, other stakeholders, attend meetings, make presentations, reports etc.</p> <p>Shall be responsible for execution of all tasks indicated</p>	1

S No	Position	Educational Qualification & Work Experience	Roles & Responsibilities	No of personnel
		<p>software driven equipment</p> <p>2. Proven track record of operating and maintaining electrical/mechanical equipment of hydraulic structures.</p> <p>3. Experience of managing team of technical personnel for O&M project</p>	<p>in Point 9 of TOR.</p>	
2	Electrical Diploma engineer	<p><u>Qualification:</u> Minimum of Diploma in Electrical Engineering</p> <p><u>Experience</u> Total / overall experience of at least 12 years in which at least 8 years' relevant experience in operation and maintenance of civil and hydraulic structures in water or ports related projects.</p>	<p>Shall assist Technical Coordinator in all duties and responsibilities assigned from time to time.</p> <p>Shall be responsible for execution of all electrical and associated tasks indicated in Point 9 of TOR.</p> <p>Experience in PLC based equipment is preferred.</p>	4
3	Electrical ITI engineer	<p><u>Qualification:</u> Minimum of Matriculation and ITI in electrical.</p>	<p>Shall assist Technical Coordinator in all duties and responsibilities</p>	4

S No	Position	Educational Qualification & Work Experience	Roles & Responsibilities	No of personnel
		<p><u>Experience</u></p> <p>Total/ overall experience of at least 8 years in which at least 5 years' relevant experience in operation and maintenance of civil and hydraulic structures in water or ports related projects.</p>	<p>assigned from time to time.</p> <p>Shall be responsible to assist in execution of all electrical and associated tasks indicated in Point 9 of TOR.</p> <p>Experience in PLC based equipment is preferred.</p>	
4	Mechanical Diploma engineer	<p><u>Qualification:</u></p> <p>Minimum of Diploma in Mechanical Engineering</p> <p><u>Experience</u></p> <p>Total / overall experience of at least 12 years in which at least 8 years' relevant experience in operation and maintenance of civil and hydraulic structures in water or ports related projects.</p>	<p>Shall assist Technical Coordinator in all duties and responsibilities assigned from time to time.</p> <p>Shall be responsible for execution of all mechanical works and associated tasks indicated in Point 9 of TOR.</p> <p>Experience in hydraulic power pack & hydraulic circuits is preferred.</p>	4
5	Mechanical ITI engineer	<p><u>Qualification:</u></p>	<p>Shall assist Technical Coordinator and</p>	4

S No	Position	Educational Qualification & Work Experience	Roles & Responsibilities	No of personnel
		<p>Minimum of Matriculation and ITI in mechanical</p> <p><u>Experience</u></p> <p>Total / overall experience of at least 08 years in which at least 05 years' relevant experience in operation and maintenance of civil and hydraulic structures in water or ports related projects.</p>	<p>perform works mentioned in scope of work.</p> <p>Shall be responsible to assist in execution of all mechanical works and associated tasks indicated in Point 9 of TOR.</p> <p>Experience in hydraulic power pack & hydraulic circuits is preferred.</p>	
6	IT personnel	<p><u>Qualification</u></p> <p>Minimum of Diploma in Information Technology</p> <p><u>Experience</u></p> <p>Total / overall experience of at least 12 years in which at least 8 years' relevant experience in operation and maintenance of civil structures in water or ports related projects.</p>	<p>Shall assist Technical Coordinator in all duties and responsibilities assigned from time to time.</p> <p>Shall be responsible for execution of all IT and associated tasks indicated in Point 9 of TOR.</p>	1

SECTION - VII: STANDARD FORMS OF CONTRACT / GENERAL CONDITIONS OF CONTRACT

1. Conditions of Contract

- 1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1 **“Employer”** means the Vice Chairman, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301 and its successors who have invited the bids for operation and maintenance services and with whom the selected Contractor signs the Contract for the Services and to whom the selected Contractor shall provide services as per the terms and conditions and ToR of the contract.
- 1.1.2 **“Principal” or “Owner”** refers to Inland Waterways Authority of India (IWAI)
- 1.1.3 **“Contractor”** means any entity or person or association of person who provides the Services to the Owner under the Contract.
- 1.1.4 **“Contract/Agreement”** means the Contract signed by the Parties and all the attached documents that is the Conditions of contract, the Annexures/ Appendices and any modifications thereof subsequently agreed to in writing by both Parties. The terms "Agreement" or "Contract" or "Operation and Maintenance Agreement" are interchangeable.
- 1.1.5 **“Designated Personnel”** for a particular position means the personnel nominated for that particular position at the time of bidding, and CVs of such Personnel were duly evaluated by the Owner.
- 1.1.6 **“Instructions to Bidders”** means the document which provides Bidders with information needed to prepare their technical and financial Bids.
- 1.1.7 **“NIT”** means the notice inviting e-tender issued by the Owner to the Bidders.
- 1.1.8 **“Technical Coordinator”** means the leader and coordinator for engineering staff provided by the Contractor. The Technical Coordinator

will have administrative responsibilities as laid down in Section VI on Terms of Reference in this Tender document.

- 1.1.9 **“Assignment/ Job”** means the work/ services to be performed/ provided by the Contractor pursuant to this Contract.
- 1.1.10 **“GCC”** means General Conditions of Contract.
- 1.1.11 **“Accepted”** means accepted in writing by the Employer including subsequent written confirmation on previous verbal acceptance, if any and Acceptance means acceptance in writing including as aforesaid.
- 1.1.12 **“Applicable Laws”** means the laws and any other instruments having the force of laws in India as may be issued and in force from time to time.
- 1.1.13 **“Approved”** means approved by the Employer in writing and Approval means approval by the Employer as aforesaid.
- 1.1.14 **“Substitute Personnel”** means any substitute provided as replacement of Designated Personnel at any position as per conditions specified in Terms of Reference of this Tender Document.
- 1.1.15 The word **“Tender”** is synonymous with “Bid”; and “Tenderer” with “Bidder”
- 1.1.16 **“Tender Document”** means this tender document for Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka
- 1.1.17 **“Employer’s Representative(s)”** means the Representative(s) appointed by the Employer.
- 1.1.18 **“Bidder”** means a private company/ public company/ partnership constituted under the relevant laws which applies for this O&M Tender.
- 1.1.19 **“INR”**, Rs. means Indian Rupees.
- 1.1.20 **“Key Personnel”** means professional staff provided by the Contractor
- 1.1.21 **“Party”** means the Owner or the Contractor, as the case may be, and Parties means both of them.
- 1.1.22 **“Personnel”** means professional, and Support Personnel provided by the Contractor deployed at any position as given in this Tender Document.

- 1.1.23 **“Support Personnel”** means the staff(s) that support the Key Personnel.
- 1.1.24 **“Supervisor”** means the leader and coordinator for auxiliary staff provided by the Contractor.
- 1.1.25 **“Third Party”** means any person or entity representing other than the Owner or the Contractor.
- 1.1.26 **“Bid”** means the Technical and Financial Bids as mentioned under this tender.
- 1.1.27 **“Bid Due Date”** shall mean the last date for submitting Bids for this Tender as given in Section III on Data Sheet in this Tender Document.
- 1.1.28 **“Terms of Reference” (ToR)** means the document included as under Section VI which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the Assignment / job.
- 1.1.29 **“Contract sum”** means the agreed and accepted O&M Fee as per the Letter of Acceptance (LOA) including taxes as applicable as per the prevailing rates at the time of LOA.
- 1.1.30 **“Chairperson/ Chairman”** means Chairperson/ Chairman of Inland Waterways Authority of India.
- 1.1.31 **“Work Order”** means the Letter of Acceptance issued by the IWAI conveying the acceptance of the tender/ offer subject to such reservations as may have been stated therein.
- 1.1.32 **“Day”** means a calendar day beginning and ending at mid-night.
- 1.1.33 **“Week”** means seven consecutive calendar days
- 1.1.34 **“Month”** means the one Calendar month.
- 1.1.35 **“O&M Services”** means O&M Services/ Works to be executed in accordance with the contract.
- 1.1.36 **“Vice Chairman”** means the Vice Chairman, IWAI deputed for the projects as Employer.

- 1.1.37 “Bidding Process” shall mean the process of bid submission and opening for this tender as given in Section II on Instruction to Bidders in this Tender Document.
- 1.1.38 “Tender Fee” shall mean the fee paid by a Bidder for procurement of this Tender Document to IWAI Fund, the amount of which has been specified in Notice Inviting Tender for this Tender Document.
- 1.1.39 “Tender Acceptance Letter” shall mean the acknowledgement of acceptance of all the terms, conditions and provisions of this Tender submitted by a Bidder in format specified in Annexure VI of this Tender Document.
- 1.1.40 “Statement of Legal Capacity” shall mean the statement of legal capacity for an individual submitted by a bidder in the format specified in Form 4J of Section IV on Technical and Bid Standard forms in this Tender Document.
- 1.1.41 “Selection Process” shall mean the process for selection of the Contractor for the Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka

1.2 Marginal Headings:

The marginal headings or notes of each of the clauses in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.

1.3 Interpretation

- a) In interpreting these conditions of contract, singular also means plural, male also means female or neutral and the other way around, Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- b) The documents forming the contract shall be interpreted in the following order of priority.
- i. Agreement
 - ii. Letter of Acceptance, Notice to proceed with the work.
 - iii. Conditions of Contract.

- iv. Contractor's Bid.
 - v. Activity schedule: and
 - vi. Post Bid correspondences and any other document listed in the contract data as forming part of the contract
- c) These regulations for tenders and contracts shall be read in conjunction with the conditions of the contract which are referred to herein and shall be subject to modifications, additions, suppression by special conditions of the contract and/or special specifications if any annexed to the tender form.

d) **Parties:**

- i. The parties to the contract are the Contractor and the Owner.

ii. **Representatives of the Contractor signing the contract on behalf of the Contractor:**

A person signing the tender or any other document in respect of the contract on behalf of the Contractor shall produce authorization letter from the Contractor who has been short listed for the award of contract. If it is discovered at any time that the person so signing had no consent of the Contractor to do so, the Owner may, without prejudice to any other right or remedy of the Owner, cancel/ terminate the contract.

iii. **Address of the Contractor and Notices and Communications on behalf of the Owner**

For all purposes of the Contract including arbitration there under, the address of the Contractor mentioned in tender shall be the address to which all communication addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post due to,

Vice Chairman

Inland Waterways Authority of India

A - 13, Sector – 1,

Noida - 201301

Tel: (0120) 2544004: Fax (0120) 2424544

Website: www.iwai.nic.in

The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the matter aforesaid.

Any communication or notice on behalf of the Owner, in relation to the Contract may be issued to the Contractor by the Owner, and such communications and notices may be served on the Contractor either by fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of the Owner.

e) **POWER OF THE CHAIRPERSON:**

For all purposes of the Contract including arbitration proceeding there under, the Chairperson on behalf of IWAI shall be entitled to exercise all the rights and powers of the Owner.

1.4 **CONDITIONS OF CONTRACT SHALL ALSO INCLUDE:**

The Contractor shall carry out the O&M services in accordance with accepted bid and tender conditions mentioned hereunder:

- i) Contractors are advised to understand & appraise themselves the scope, nature of the work involved, if any, requirement of experienced Personnel, liasoning for delivering the desired result.
- ii) The successful Contractor will have to execute an agreement with IWAI on Rs.100/- stamp paper (non-judicial) within 21 days from the date of issue of LOA. Format of agreement is placed at Annexure-III. The conditions of the agreement shall be binding on the Contractor.
- iii) The acceptance of tender shall rest with the IWAI. IWAI reserves the right to reject any or all tenders received without assigning any reasons whatsoever.
- iv) The right to award and/ or to reject the offer without assigning any reason is reserved with the Owner.
- v) Any breach of conditions of the Contract shall be brought to the notice of the Contractor and he shall be given an opportunity to explain the fact, but IWAI has right to withdraw in full or part of the work of the Contractor. In such event, payment shall be regulated as per Clause 2.7.4 below.

- vi) The Contractor shall insure all their Personnel working on this project and keep IWAI indemnified of all liabilities, loss, etc.
- vii) The rate quoted by the Contractor will remain valid for 120 days & extended period (if any) after the last date of bid submission.
- xi) Suitable extension of O&M period may be granted by IWAI. The Contractor shall make request for the same in writing in advance indicating the reasons and period of extension desired.
- xii) The Contractor shall not change the nature and level of technical experts as well as other staff indicated in the Bid.
- xiii) The Contractor shall be fully responsible for the correctness and accuracy of all the data, analysis, facts and documents etc.
- xiv) The Contractor shall not without the prior written approval of the Owner, concede, transfer, or sublet partially or fully the right and obligation under this contract or any part thereof to the third parties otherwise the Owner shall have right to terminate this contract without assigning any reasons except for notifying the Contractor of such termination in writing. The Contractor in such case shall have no right to claim for compensation for any harm due to this termination. However, the Contractor shall still remain responsible in case the Owner approves to his conceding, transferring or subletting to the third parties fully, individually and jointly with the parties to whom the work has been conceded, transferred or sublet.
- xv) The Contractor shall make its own arrangements for the transport/ TA/ DA and accommodation & related expenses of their staff deployed for supervision including visiting offices/ offices of the classification society, statutory Authorities, stake holders including Govt. Dept. etc. as may be required in connection with this O&M work, attending discussions/ meeting/ presentations etc. with concerned authorities.
- xvi) In the event of Contractor's firm closing its business, IWAI shall have the right to employ any other agency to complete the work at the risk and cost of the Contractor. The payment shall be regulated as per

Clause 2.7.4 below. In this regard, decision of Chairperson, IWAI shall be final and binding on the Contractor.

2. Commencement, Completion, Extension, Modification and Termination of Contract.

2.1 **Commencement & Completion of Contract:** The Contractor shall begin carrying out the services from the date of notice to proceed for work. The Contractor shall complete the works in all respect as per the ToR to the entire satisfaction of the Owner within a period of 3 (three) years from the LOA (i.e. Completion period).

2.2 **Extension/ Reduction of Contract Period:**

The proposed assignment is extendable for another 2 (two) years subject to project requirement as well as satisfactory performance of the Contractor. The payment during the extended period shall be made as per quoted fees for Manpower Services for Operation & Maintenance in format of Form Fin – 3 of the Bid and clause 12 of the Terms of Reference.

In case of non-extension of the contract, if there are genuine reasons which could not have been foreseen by an experienced Contractor on account of which time schedule agreed to between the parties may not be adhered to, the Contractor shall inform the Owner in writing of such anticipated delay along with reasons and request for extension of time. However, it is at sole discretion of the Owner to grant such extension of time to the Contractor and for a period as the Owner finds most feasible and in best interest of the project.

2.3 **Modifications or variations:**

Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written mutual agreement between the parties which shall be dealt as per the conditions of the contract.

2.4 **Force Majeure**

2.4.1 **Definition**

a. For the purposes of this contract, Force Majeure means an exceptional event or circumstances which is beyond the reasonable control of either party, is not foreseeable, is unavoidable and not brought about by or at the

instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.

- b. Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or by or of such party's Sub-Contractors or agents or employees, (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

2.4.2 **Measures to be taken:**

- a. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of force majeure.
- b. A party affected by an event of force majeure shall notify the other Party of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period, within which a party shall, pursuant to this contract, complete any test shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.
- d. During the period of their inability to perform the services as a result of an event of force majeure, the Contractor, upon instructions by the Owner shall either:
 - i. Demobilize
 - ii. Continue with the services to the extent possible

- e. In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause on dispute resolution/arbitration.

2.5 **Suspension:**

The Owner may, by written notice of suspension to the Contractor, suspend the works if the Contractor fails to perform any of its obligations under this contract, including carrying out of the assignment, provided that such notice of suspension (i) shall specify the nature of the failure and ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

2.6 **Completion Time and Extension**

2.6.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.

2.6.2 However, if the work is delayed on account of:

- i. Suspension of work as per clause 2.5; or
- ii. "Force Majeure" as per clause 2.4; or
- iii. Any other cause, which, in absolute discretion of the Engineer-in-charge is beyond the Contractor's control; then immediately upon the happening of any such events as aforesaid, the Contractor shall inform the Engineer-in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and / or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within fourteen days of the date of happening of any such events as indicated above.

2.6.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the Contractor in writing, the Owners representative may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.

2.7 **Termination**

2.7.1 **By the Owner:** The Owner may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause.

- a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently Approved in writing.
- b) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings.
- c) If the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing this contract.
- d) If the Contractor submits to the Owner a false statement which has a material effect on the rights, obligations or interests of the Owner.
- e) If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Owner.
- f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- g) If the Owner, in its sole discretion and for any reason whatsoever, decided to terminate this contract including reduction of the scope and short closure of the contract.

2.7.1.1 In such an occurrence, the Owner shall give not less than thirty (30) days written notice of termination to the Contractor.

2.7.2 **By the Contractor:** The Contractor may terminate this contract, by not less than thirty (30) days written notice to the Owner, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this clause.

- a) If the Owner fails to pay money due to the Contractor pursuant to this contract and not subject to any existing dispute within forty five

(45) days after receiving written notice from the Contractor that such payment is overdue.

- b) If, as the result of force majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- c) If the Owner fails to comply with any final decision reached as a result of arbitration.

2.7.3 Cessation of services: Upon termination of this contract by notice pursuant to clauses 2.7.1 & 2.7.2 of conditions of contract hereof, the Contractor shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.7.4 Payment upon termination: Upon termination of this contract pursuant to clauses 2.7.1 hereof, the Owner shall make the following payments to the Contractor:

- a) If the contract is terminated pursuant to clause 2.7.1, sub clauses (a) to (f), remuneration pursuant to payment terms of ToR hereof for services satisfactorily performed prior to the effective date of termination, an amount equal to the months for which the Contractor worked from the date of the commencement of work to the effective date of termination worked out in proportion to the O&M period stated in the contract less:
 - i. The amount of performance security;
 - ii. Due amount, if any, received by the Contractor up to the date of the issue of the termination notice less other recoveries due in terms of the contract, less taxes due to be deducted at source in accordance with applicable law.

However, if the contract is terminated under sub-clause (g) 2.7.1 at the sole discretion of the Owner, the amount payable to the Contractor shall be in accordance with the provisions given in sub-clause (b) below.

- b) If the Contract is terminated pursuant to Clause 2.7.2 above, remuneration pursuant to payment terms of ToR hereof for services

satisfactorily performed prior to the effective date of termination shall be as an amount equal to the months for which the Contractor worked from the date of the commencement of work to the effective date of termination worked out in proportion to the O&M period stated in the contract, less advance payments, if any, received by the Contractor up to the date of issue of the termination notice, less other due in terms of the Contract, less taxes due to be deducted at source in accordance with applicable law.

- c) If the termination takes place due to lack of performance/ negligence in the part of the Contractor, IWAI shall have reasonable authority to get the works completed on risks & costs of the terminated O&M agency through engagement of third party.
- d) No opportunity cost for partial or full compensation for the left over period shall be due to the Contractor on account of termination or foreclosure of the contract due to the sole discretion of the Owner.

2.7.5 Disputes about events of termination: If either party disputes whether an event specified in paragraphs (a) to (g) of clause 2.7.1 hereof has occurred such party may within forty-five (45) days after receipt of notice of termination from the other party, refer the matter for dispute resolution.

2.7.6 Determination of Contract: The contract shall be determined through Integrity Agreement which will form part of the Contract Agreement and will be signed by both the parties.

3. Obligations of the Contractor

3.1 General

3.1.1 Standard of performance: The Contractor shall perform the services and carry out their obligation hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe effective methods. The Contractor shall always act, in respect of any matter relating to this contract or to the assignment as faithful adviser to the Owner and shall at all times support and safeguard the Owner's legitimate interest in any dealings with Sub-Contractors or Third Parties.

- 3.2 **Conflict of Interests:** The Contractor shall hold the Owner's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Contractor shall not engage and shall cause their Personnel as well as their sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract. If during the period of this contract, a conflict of interest arises for any reason, the Contractor shall promptly disclose the same to the Owner and seek its instructions.
- 3.3 **Confidentiality:** Except with the prior written consent of the Owner, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Contractor and its Personnel make public the recommendations formulated in the course of, or as a result of the services.
- 3.4 **Insurance to be taken out by the Contractor:** The Contractor shall take out and maintain adequate insurance at its own cost against various risks inducing risk of life in respect of its Personnel deployed for the assignment and shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. In addition, the Contractor shall also submit Professional Indemnity Insurance for the sum assured of Contract Value purchased from a registered Insurance Company in India and the copy of the same shall be provided before signing of the Agreement.
- 3.5 **Reporting requirements:** The Contractor shall submit to the Owner progress report of its activity as on 1st of every month starting from the commencement of the assignment duly indicating the (i) Activities carried out during the report period (ii) A brief of the progress/stage achieved with reference to the ToR (iii) Places visited and officials contacted and (iv) problems, if any affecting the O&M work, (v) staff employed during the report period and staff to be employed during the next period.

3.6 **Contractor's Actions Requiring Owner's Prior Approval:** The Contractor shall obtain the Owner's prior approval in writing before making any change or addition to the Personnel listed in their Bid.

3.7 **Documents prepared by the Contractor to be the property of the Owner:** All plans, drawings, specification, design, reports, other documents, and software made available to the Contractor / prepared by him under this contract shall become and remain the property of the Owner, contract, deliver shall not later than upon termination or expiration of this inventory thereof. The Contractor may retain a copy of such documents with approval of Owner and shall not use anywhere, without taking permission, in writing, from the Owner and the Owner reserves right to grant or deny any such requested. If license agreements are necessary or appropriate between the Contractor and third parties for purpose of development of any such computer programs, the Contractor shall obtain the Owner's prior written approval to such agreements and the Owner shall be entitled at its discretion to require recovering the expenses related to the development of the program (s) concerned.

4. Obligations and Responsibility / Inputs by IWAI:

4.1 Maintenance of attendance register

4.2 Overseeing the work of the Contractor.

5. Security Deposit and Performance Guarantee

5.1 For All Bidders except MSME Registered Firms

The Selected Bidders' EMD will be converted into Security Deposit (SD) and the Selected Bidder has to remit balance amount of Security Deposit (i.e. Total 3% of the awarded value of work as Security Deposit, deducting EMD submitted with Technical Bid) in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB. Bank guarantee will not be accepted as Security Deposit. The Selected Bidder shall also deposit an amount equal to 3% of the awarded value of the work as Performance Guarantee in the form of irrevocable bank guarantee from nationalized / schedule bank in India with validity of 180 days beyond the contract

completion period. This Security deposit and performance bank guarantee shall be submitted within 15 days after the issuance of LOA.

5.2 For MSME Registered Firms

Such Bidder, in case the work is awarded to it, has to submit Security Deposit of 3% of the contract value in IWAI Fund through RTGS as per the details mentioned in Clause 6.1.1 of ITB and also has to submit 3% of the contract value as Performance Guarantee in the form of irrevocable bank guarantee from nationalized / scheduled bank in India with validity of 180 days beyond the contract completion period.

5.3 The total Security Deposit and Performance Guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the Owner is satisfied that there is no demand outstanding against the Contractor.

5.4 No interest will be paid on Security Deposit.

5.5 If the Contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Owner to appropriate either in whole or in part, the Security Deposit furnished by the Contractor. However, if the Contractor duly performs and completes the contract in all respects and presents a "NO DEMAND CERTIFICATE" in the prescribed form, the IWAI shall refund the Security Deposit to the Contractor after deduction of cost and expenses that the Owner may have incurred and other money including all losses and damages which the Owner is entitled to recover from the Contractor.

5.6 In case of delay in the progress of work, the Owner shall issue to the Contractor a notice in writing pointing out to the delay in progress and calling upon the Contractor to explain the causes for the delay within 3 days of receipt of the notice or 10 days from issuance of notice whichever is earlier. If the Owner is not satisfied with the explanations offered, Owner may appropriate the Security Deposit and / or withhold payment of pending bills in whole or in part and / or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the Contractor.

5.7 All compensation or other sums of money payable by the Contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the Contractor by the Owner on any account whatsoever. Also, in the event the Contractor's Security Deposit falls short of such deductions or sale, as aforesaid the Contractor shall, within 14 days of receipt of notice of demand from the Owner make good the deficit in the Security Deposit.

6. Payment Terms

- (a) Payment terms shall be as mentioned in ToR, Section VI, of this Tender Document.
- (b) No advance payment shall be made to the Contractor.

6.1 Mode of Payment:

Invoices/ Bills complete in all respects shall be raised by the Contractor to the Owner who shall process the same after due verification and the payment shall be paid through RTGS/ NEFT within 30 (Thirty) Days from the date of receipt of the bill at IWAI's Head Office at Noida.

7. Arbitration

If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of or relating to or under this Contract, the Parties shall promptly and in good faith negotiate with a view to achieve an amicable resolution and settlement is reached within a period of 30 days from the date on which the above-mentioned dispute or difference arose.

The Contractor and the Owner shall jointly appoint a sole arbitrator to adjudicate the disputes. In the event the Parties fail to jointly appoint an arbitrator the sole arbitrator shall be appointed by appropriate court in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time The arbitrator shall adjudicate only such disputes as are referred to him. The arbitrator shall pass a reasoned award.

In the event the contractor is Public Sector Undertaking, following Arbitration Clause shall apply: "In case of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between central public sector enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax Customs & Excise Departments), such dispute or difference shall be taken up by either party resolution through AMRCS as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

8. Laws Governing the Contract

- i. The laws of India shall govern this Contract.
- ii. Irrespective of the place of works, the place of performance or place of the payment under the contract, the Contract shall be deemed to have been made at the place from which the letter of acceptance has been issued.
- iii. Courts in Noida alone shall have jurisdiction to decide any dispute arising out of or in respect of contract, but not settled through the dispute resolution provision in the contract.

9. Professional Liability

9.1 Except in the event of a gross negligence or willful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the services, the Contractor, with respect to damage caused by the Contractor or on the part of any person or firm acting on behalf of the Contractor to the Owner's property shall not be liable to any payment towards the Owner:

9.1.1 For any indirect or consequential loss or damage; and

9.1.2 For any direct loss or damage equal to the total payments for O&M fees and reimbursable expenditure made or expected to be made to the Contractor hereunder.

9.2 This limitation of liability shall not affect the Contractor's liability, if any, for damage to third parties caused by the Contractor or any person or firm acting on behalf of the Contractor in carrying out the services.

10. Liquidated Damages (LD)

For delay in providing Personnel/ Substitutes, LD will be levied as specified in clause 6 in Section VI on Terms of Reference in this Tender Document.

- i. The sum total of all the LD defined above shall be limited to overall 10% of the awarded annual contract value. If the cumulative LD is breached above the limit specified in this clause, the Owner may resort to annul the contract with additional appropriation of the full Security Deposit apart from recovering the balance contractual LD, if any.
- ii. If the Contractor is paying LD for delay in providing Personnel/Substitutes for the positions of Electrical Diploma Engineer, Electrical ITI Engineer, Mechanical Diploma Engineer or Mechanical ITI Engineer in more than 2 incidents, a written warning shall be issued to the Contractor by the Owner regarding the same. For this clause, incident shall mean an occurrence of delay in providing Personnel/Substitute for 2 contiguous days in a month. If the Contractor becomes liable to paying LD for the positions mentioned in this clause again in another incident, the Owner may resort to annul the contract with additional appropriation of the full Security Deposit apart from recovering the balance contractual LD, if any
- iii. In case of breach of any terms and conditions attached to this Contract, the Security Deposit of the Contractor will be liable to be appropriated by IWAI besides annulment of the Contract.
- iv. If the LD payable by the Contractor is more than the maximum liability specified in this clause then, the Owner shall be entitled to terminate this Contract.

11. Miscellaneous Provisions

- i. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a partnership or a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- iii. The Contractor notifies the Owner of any material change in its status, in particular, where such change would impact or performance of obligations under this contract.
- iv. The Contractor shall be liable to and responsible for all obligations towards the Owner for performance of the assignment.
- v. The Contractor shall at all-time indemnify and keep indemnified the Owner against all claims / damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this project.
- vi. The Contractor shall at all times indemnify and keep indemnified the Owner against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.
- vii. The Contractor shall at all times indemnify and keep indemnified the Owner against all claims by employees, workman, Contractor, Sub-Contractor, suppliers, agent(s), employee engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by the Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Contractor for any engagement, service or employment in any capacity in any office or establishment of the Government of India or their employer.
- x. The Contractor shall be contactable at all times and messages sent by phone/ e-mail/ fax/ special messenger from this office shall be attended immediately on receipt on the same day.
- xi. The Contractor shall strictly observe the instructions issued by the Owner in fulfilment of the Contract from time to time.

- xii. The Owner shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, or vehicles of the Personnel of the Contractor.
- xiii. The Contractor through its own resources shall ensure that the goods, materials, and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for commission of acts and/or omission on the part of its staff and its employees etc. If the Owner suffers any loss or damage on account of negligence, default, or theft on the part of the employees/ agents of the Contractor, then the Contractor shall be liable to reimburse to the Owner for the same. The Contractor shall keep client fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Contractor, the responsibility will remain with the Contractor. For any accident or casualty occurred during the course of working to any staff deployed by the Contractor, the liability that will arise out of the accident will be borne by the Contractor. The responsibility will remain with Contractor and Owner will no way be responsible for it or any other clause mentioned above.
- xiv. The Owner will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the staff at the contractual rates.
- xv. The Contractor shall not assign, transfer, pledge or subcontract the performance of services without the prior written consent of this office.
- xvi. The Contractor obtain the required approvals from relevant authority of respective Department/ Circle/ Division/ Other units before deployment of Personnel in this office.
- xvii. That if any amount is found payable by the bidders towards, wages, allowances, and statutory dues in respect of Personnel or any loss to this office property, the same shall be adjusted from the security deposit to the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.

- xviii. The period of contract shall be 3 (three) years and subsequently extendable by 2 (two) years, on existing terms and conditions or subsequent amendments to contract as mutually agreed between the two parties, subject to satisfactory performance of the Contractor. However, department reserves the right to increase or decrease the period of contract subject to performance of the agency and satisfaction of the Employer.

SECTION - VIII: ANNEXURES

ANNEX - I INTEGRITY AGREEMENT

To be signed by the Bidders' and the same is to be signed by Authorized Signatory of IWAI.

This Integrity Agreement is made at on thisday of 20**

BETWEEN

Inland Waterways Authority of India represented through the Vice Chairman,
Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble:

WHEREAS the Owner has floated the Tender (NIT No.: IWAI/.....)
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Outsourcing of Services in Respect of Operation & Maintenance of Navigational Lock at Farakka"

AND WHEREAS the Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/ Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)

1. It is required that each Bidder (including their respective officers, employees, and agents) adhere to the highest ethical standards, and report to the IWAI any suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s) commit itself to take all measures necessary to prevent corruption. It shall commit itself to observe the following principles during its participation in the Tender process and during the Contract execution:
 - a) The Bidder(s) will not, directly or through any other person or firm, offer, promise, or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the Bidding Process.
 - c) The Bidder will not commit any offence under the relevant IPC/PC Act. Further the Bidder will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Owner as part of the business relationship, regarding plans, technical Bids and business details, including information contained or transmitted electronically.
 - d) The Bidder of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.

Further, in cases where an agent participates in a tender on behalf of one manufacturer, it shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.

- e) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action, or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Owner under law or the Contract or its established policies and laid down procedures, the Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder and the Bidder accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put its reliability or credibility in question, the Owner after giving 14 days' notice to the Bidder shall have powers to

disqualify the Bidder from the tender process or terminate/determine the Contract, if already executed and/or exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner.

2. Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Owner has disqualified the Bidder from the tender process prior to the award of the contract or terminated/ determined the contract or has accrued the right to terminate/ determine the contract according to Article 3(1), the Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion appropriate the entire amount of EMD, Performance Guarantee and Security Deposit of the Bidder.
3. Criminal Liability: If the Owner obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder which constitutes corruption within the meaning of IPC Act, or if the Owner has substantive suspicion in this regard, the Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other company in any country confirming to the anticorruption approach or with Central Government or any State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, it can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder as deemed fit by the Principal/ Owner.
- 3) If the Bidder can prove that it has resorted/ recouped the damage caused by it and has installed a suitable corruption prevention system, the Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders

- 1) The Bidder shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Owner will enter into Pacts on identical terms, as this one, with all Bidders.
- 3) The Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Owner and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact shall come into force when both the parties have signed it and shall continue to be valid till 18 months after the completion of work under the contract.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Owner.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners (or by one or more partner holding power of attorney signed by all partners) and all consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/

Pact, any action taken by the Owner in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Owner)

.....

(For and on behalf of Bidder)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place :

Date :

ANNEX - II: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Chairperson
Inland waterways Authority of India
Ministry of Ports, Shipping and Waterways, Govt. of India
A-13, Sector-1,
Noida (U.P.)
Pin- 201301

In consideration of the (hereinafter called "**Owner**") having to enter into an Agreement with M/s (hereinafter called the "**Contractor**") as a follow up to the Letter of Acceptance no dated issued by the Owner for "Outsourcing of Services in Respect of Operation & Maintenance of Navigational Lock at Farakka", on production of Performance security in the form of Bank Guarantee for INR (Rupees.....only), at the request of **Contractor**, We, (**Bank**) do hereby undertake to pay to the Owner an amount not exceeding INR (Rupees-----only) upon demand by the Owner in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Contractor's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR (Rupees.....only).
2. We, (**Bank**) undertake to pay the Owner any money so demanded notwithstanding any dispute or disputes raised by the **Contractor** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment

so made by us under this guarantee shall be valid discharge of our liability for payment there under and the **Contractor** shall have no claim against us for making such payment.

3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Owner in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Contractor** and accordingly discharge this Guarantee after 180 days beyond the completion period of the said contract unless a demand or claim under this Guarantee is served by the Owner in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We (**Bank**) further agree with the Owner that the Owner shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Contractor** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

5. It shall not be necessary for the Owner to proceed against the **Contractor** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Owner may have obtained or obtain from the **Contractor** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until or otherwise until the extended date by the Owner. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor**.
8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner in writing.

Dated the of 20**

for

(Indicate the name of bank)

Signature.....

Name of the Officer

.....

Designation

Code No.

.....

Name of the bank and Branch (SEAL)

ANNEX - III: AGREEMENT FORM

**Outsourcing of Services in Respect of Operation & Maintenance of
Navigational Lock at Farakka**

AGREEMENT

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA

AND

CONTRACTING FIRM

This Agreement made on this.....day of.....Two thousand
between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201
301, U.P. (hereinafter called the “**IWAI**”, which expression shall, unless repugnant
to the context or meaning thereof, include its successors and assigns) on one
part and M/s having its office at
(hereinafter called the “**CONTRACTOR**“, which expression shall, unless
repugnant to the context be or meaning thereof, include its successors, permitted
assigns and substitutes) on the other part.

WHEREAS IWAI is desirous of “**Outsourcing of Manpower Services in
Respect of Operation & Maintenance of Navigational Lock at Farakka**” as
per the Work Order No.datedin
accordance with the Terms of Reference (ToR) & conditions of contract attached
hereto all of which will form part this agreement.

WHEREAS THE CONTRACTING FIRM has agreed to undertake the “**Work**” on
Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed,
declared by and between the parties hereto as follows:

1. In this Agreement words and expressions shall have the same meanings as
are respectively assigned to them in the Contract documents referred to.
2. The **CONTRACTOR** shall undertake the “**Work**” as per the Work Order No.
..... dated in accordance with the ToR

& conditions of contract attached hereto all of which will form part this agreement.

3. The following documents shall be deemed to form and be read and construed as part of the Agreement i.e.
- a) Agreement Form
 - b) Integrity Agreement
 - c) Letter of Acceptance
 - d) Conditions of contract
 - e) Schedule of the Financial Bid
 - f) Technical Bid
 - g) Addenda / Corrigenda
 - h) Minutes of Pre-bid Meeting
 - i) All Correspondences

The “Contractor” hereby covenants with IWAI to complete and maintain the “Works” in conformity in all respect, with the provisions of the Agreement.

The “IWAI” hereby covenants to pay the Contractor in consideration of such completion of works, the contract price at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, month and year indicated above.

For and on behalf of
(Inland Waterways Authority of India)

For and on behalf of
CONTRACTOR

Signature _____

Signature _____

Name & Designation _____

Name & Designation _____

Stamp

Stamp

Witness – I

Witness – I

1) Signature_____

1)
Signature_____

2) Name &
Designation_____

2) Name &
Designation_____

Stamp

Stamp

Witness – II

Witness – II

1) Signature_____

1)
Signature_____

2) Name &
Designation_____

2) Name &
Designation_____

ANNEX -IV: DETAILS OF BANK ACCOUNT

**FOR RELEASE OF PAYMENT THROUGH
ELECTRONIC FUND TRANSFER SYSTEM
(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)**

NAME OF THE PROJECT: _____

We _____ (*Name of the Bidder*) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details given below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay/default due to any technical reasons beyond IWAI's control:-

Bank Account Number : _____

RTGS/NEFT/IFSC CODE : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH : _____

OF THE BANK

BRANCH CODE : _____

ACCOUNT TYPE

(SAVING/CURRENT/OTHERS) : _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

I/ We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold IWAI responsible.

Signature of Authorized Signatory

Name & Designation

Date:

Place

ANNEX-V: BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a Bank Account No. with our branch and the bank particulars mentioned above are correct.

Signatory

Date:

No._____

Name:_____

Official Seal/Stamp

Authorized

Authorization

ANNEX-VI: TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Date:

Vice Chairman

INLAND WATERWAYS AUTHORITY OF INDIA,

A-13, Sector – 1, Noida - 201 301,

District: - Gautam Budh Nagar (U.P.)

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender/Work: - Outsourcing of Manpower Services for Operation & Maintenance of New Navigational Lock at Farakka

Dear Sir,

1. I/ We have downloaded/ obtained the Tender Document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I/ we have read the entire Terms and Conditions of the Tender Documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms/ conditions/ clauses contained therein.
3. The minutes of the pre-bid meeting (if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender Document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.

5. In case any provisions of this Tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the EMD absolutely.

Yours Faithfully
(Signature of the Bidder, with Official Seal)

